

## **EXHIBIT 5**

### **THIRD SUPPLEMENT TO INDENTURE**

### THIRD SUPPLEMENTAL INDENTURE

This THIRD SUPPLEMENTAL INDENTURE (this “*Supplemental Indenture*”), dated as of September 19, 2019, among GNET ATC, LLC, a Texas limited liability company (the “*Guaranteeing Subsidiary*”), a subsidiary of Goodman Networks Incorporated (or its permitted successor), a Texas corporation (the “*Company*”), the Company, the other Guarantors (as defined in the Indenture referred to herein), UMB Bank, National Association, as trustee under the Indenture referred to below (the “*Trustee*”) and U.S. Bank National Association, as collateral agent under the Indenture referred to below (the “*Collateral Agent*”).

#### WITNESSETH

WHEREAS, the Company has heretofore executed and delivered to the Trustee and the Collateral Agent an indenture (the “*Indenture*”), dated as of May 31, 2017, as supplemented by that certain First Supplemental Indenture dated as of May 11, 2018, as further supplemented by that certain Second Supplemental Indenture dated as of September 12, 2019, providing for the issuance of 8.000% Senior Secured Notes due 2022 (the “*Notes*”);

WHEREAS, *Section 4.17* of the Indenture provides that under certain circumstances the Guaranteeing Subsidiary shall execute and deliver to the Trustee and Collateral Agent a supplemental indenture pursuant to which the Guaranteeing Subsidiary shall unconditionally guarantee all of the Company’s Obligations under the Notes and the Indenture on the terms and conditions set forth herein (the “*Note Guarantee*”); and

WHEREAS, pursuant to *Sections 4.17* and *9.01(12)* and *(13)* of the Indenture, the Trustee and the Collateral Agent are authorized to execute and deliver this Supplemental Indenture.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Guaranteeing Subsidiary, the Trustee and the Collateral Agent mutually covenant and agree for the equal and ratable benefit of the Holders of the Notes as follows:

1. **CAPITALIZED TERMS.** Capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.
2. **AGREEMENT TO GUARANTEE.** The Guaranteeing Subsidiary hereby agrees to provide an unconditional Guarantee on the terms and subject to the conditions set forth in the Note Guarantee and in the Indenture including but not limited to *Article 11* thereof.
3. **NO RECOURSE AGAINST OTHERS.** No director, officer, employee, incorporator or stockholder of the Company or any Guarantor, as such, will have any liability for any obligations of the Company or the Guarantors under the Notes, this Indenture, the Note Guarantees or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder of Notes by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes. The waiver may not be effective to waive liabilities under the federal securities laws.
4. **GOVERNING LAW.** THIS SUPPLEMENTAL INDENTURE SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

5. **COUNTERPARTS.** The parties may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement.

6. **EFFECT OF HEADINGS.** The Section headings herein are for convenience only and shall not affect the construction hereof.

7. **THE TRUSTEE AND THE COLLATERAL AGENT.** Neither the Trustee nor the Collateral Agent shall be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made solely by the Guaranteeing Subsidiary and the Company.

**[Remainder of page intentionally left blank.  
Signature Pages Follow.]**

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed and attested, all as of the date first above written.

**GUARANTEEING SUBSIDIARY:**

**GNET ATC, LLC**

By:   
John A. Goodman,  
Chief Executive Officer


**ISSUER:**

**GOODMAN NETWORKS INCORPORATED**


By:   
John A. Goodman,  
Chief Executive Officer

**GUARANTORS:**

**MULTIBAND FIELD SERVICES,  
INCORPORATED**

By:   
John A. Goodman,  
Chief Executive Officer

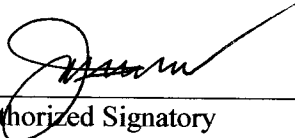
**GOODMAN NETWORKS SERVICES, LLC**

By:   
John A. Goodman,  
Chief Executive Officer

**TRUSTEE:**


UMB BANK, NATIONAL ASSOCIATION, as  
Trustee

By:

  
\_\_\_\_\_  
Authorized Signatory

**COLLATERAL AGENT:**

U.S. BANK NATIONAL ASSOCIATION, as  
Collateral Agent

By:  \_\_\_\_\_  
Authorized Signatory